

2550 Golf Road
Rolling Meadows, IL 60008

Telephone: 312/640-7000

EVANS / EVANS RAILCAR
PRODUCTS COMPANY LEASING COMPANY
DIVISION

8829-2

RECORDATION NO. 8829-2 Filed 1425

November 12, 1984

NOV 19 1984 - 12 25 PM

4-324A004

Secretary
INTERSTATE COMMERCE COMMISSION
Interstate Commerce Commission
Washington, D.C.

No. NOV 19 1984
Date
Fee \$ 10.00

Dear Secretary:

ICC Washington, D. C.

Pursuant to 49 U.S.C. §11303 and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing five fully executed counterparts of that certain First Amendment to Equipment Trust Agreement and Assignment dated as of November 1, 1984 (the "Amendment"). The parties to the Amendment are:

Issuer: Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, Illinois 60008

Trustee: Continental Illinois National Bank
and Trust Company of Chicago
Corporate Trust Division
30 North LaSalle Street
Chicago, Illinois 60693

Guarantor: Evans Transportation Company
2550 Golf Road
Rolling Meadows, Illinois 60008

ICC OFFICE OF
THE SECRETARY
NOV 19 12 26 PM '84
MOTOR CARRIER UNIT

The equipment covered by the Amendment are boxcars numbers YAN 155001-155047, both inclusive, NACR 755001-755010, both inclusive, and NACR 755012-755047, both inclusive. The lease covered by the Amendment is that certain Railroad Car Lease Agreement by and between the Issuer and the Delaware Otsego Equipment Corporation dated February 8, 1978 as the same relates and pertains to Schedule 2 thereto dated March 20, 1978.

The enclosed Amendment relates to that certain Equipment Trust Agreement dated as of April 1, 1977 and recorded with Interstate Commerce Commission on May 23, 1977 as ICC Recordation No. 8829. Accordingly, we request that the Amendment be filed as a subfiling under that number.

Enclosed herewith is a check in the amount of \$10.00 in payment of the applicable recording fees.

C.T. Kappeler

Delaware Otsego

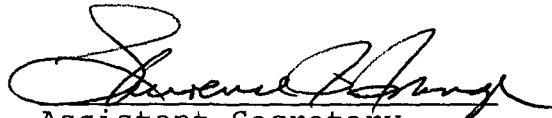
Secretary
Interstate Commerce Commission

November 12, 1984
Page Two

Since these documents are being delivered to you by hand, we would appreciate it if you would return to the bearer the duly stamped counterparts of the Amendment not required to be kept by you, or, if it is not possible to return them to the bearer, send them to: Mr. Ronald M. Neifield, Rosenthal and Schanfield, 55 East Monroe Street, Suite 4620, Chicago, Illinois 60603.

Very truly yours,

EVANS RAILCAR LEASING COMPANY


Assistant Secretary

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

11/19/84

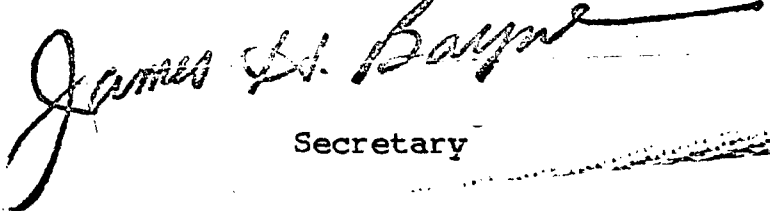
OFFICE OF THE SECRETARY

Ronald M. Neifield
Evans Railcar Leasing Co.
2550 Golf Road
Rolling Meadows, Illinois 60008

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/19/84 at 12:35pm and assigned re-recording number(s). 8829-Z, 12569-D, 13020-D, 14059-W

Sincerely yours,


Secretary

Enclosure(s)

RECORDATION NO. 88292
NOV 19 1984 11 22 PM
INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO EQUIPMENT TRUST AGREEMENT AND ASSIGNMENT

THIS FIRST AMENDMENT TO EQUIPMENT TRUST AGREEMENT AND ASSIGNMENT dated as of November 1, 1984, is by and among Evans Railcar Leasing Company, an Illinois corporation ("ERLC"), successor by name change and merger to United States Railway Leasing Company and United States Railway Equipment Co., Evans Transportation Company, an Illinois corporation ("ETC") and Continental Illinois National Bank and Trust Company of Chicago, a national banking association ("Trustee").

WITNESSETH, that

WHEREAS, ERLC and ETC have heretofore executed and delivered to Trustee that certain Equipment Trust Agreement dated as of April 1, 1977 and recorded with the Interstate Commerce Commission ("ICC") on May 23, 1977 as Recordation No. 8829 (the "Original Trust Agreement"), providing for the issuance and security for United States Railway Leasing Company 9-1/4% Equipment Trust Certificates, Series 13, in the original principal amount of \$12,000,000.00; and

WHEREAS, ERLC and the Trustee entered into that certain Supplement Agreement dated as of September 25, 1980

and recorded with the ICC on October 14, 1980 as Recordation No. 8829-N (the "First Supplement"); and

WHEREAS, ERLC and the Trustee entered into that certain Supplemental Agreement dated as of April 23, 1982 and recorded with the ICC on July 2, 1982 as Recordation No. 8829-0 (the "Second Supplement"); and

WHEREAS, ERLC and the Trustee entered into that certain Supplemental Agreement dated as of September 1, 1983 and recorded with the ICC on February 24, 1984 as Recordation No. 8829-Q (the "Third Supplement"); and

WHEREAS, ERLC and the Trustee entered into that certain Supplemental Agreement dated as of April 6, 1984 and recorded with the ICC on October 9, 1984 as Recordation No. 8829-U (together with the Original Trust Agreement, the First Supplement, the Second Supplement and the Third Supplement collectively hereinafter called the "Trust Agreement"); and

WHEREAS, pursuant to the Trust Agreement, ERLC and the Trustee entered into an Assignment of Lease and Agreement dated as of August 29, 1978 and recorded with the ICC on April 10, 1979 as Recordation No. 8829-M (the "Delaware Otsego Assignment"); and

WHEREAS, the Parties desire to amend Schedule A to the Trust Agreement in order to reflect changes in the car reporting marks of certain of the Equipment (as defined in the Trust Agreement) and amend and correct the Delaware Otsego Assignment as hereinafter provided.

NOW, THEREFORE, in consideration of the premises herein contained and of \$10.00 and other good and valuable consideration paid by each of ERLC and ETC to the Trustee, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Schedule A to the Trust Agreement is hereby amended by deleting therefrom the Boxcars with car reporting marks YAN 155001-155047, both inclusive, and adding thereto the forty-six (46) Boxcars with car reporting marks NACR 755001-755010, both inclusive, and NACR 755012-755047, both inclusive,

2. The Delaware ^{ts}~~Otsego~~ Assignment is hereby amended by deleting from the first paragraph of the Recitals the phrase "(hereinafter called the Lease)" and substituting therefore the following:

as the same relates and pertains to Schedule 2 thereto dated March 20, 1978 (said lease as the same

relates and pertains to said Schedule 2 hereinafter called the "Lease").

3. Except as hereby amended the Trust Agreement and the Delaware ^{ts}Osteo Assignment remain in full force and effect, and the Trust Agreement and the Delaware ^{ts}Osteo Assignment, as hereby amended, are ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officers as of the date first written above.

EVANS RAILCAR LEASING COMPANY

By: William M. Seyton
Vice President

EVANS TRANSPORTATION COMPANY

By: William M. Seyton
Vice President

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO

By: Smull
Second Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jeanette C. Benedetto, a Notary Public in and for the County and State aforesaid, do hereby certify that William M. Peyton, the (Vice) President of Evans Railcar Leasing Company, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officers of said corporation, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of November, 1984.

Jeanette C. Benedetto
Notary Public

My Commission Expires:

My Commission Expires July 25, 1987



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Janette C. Benedetto, a Notary Public in and for the County and State aforesaid, do hereby certify that William M. Peyton, the (Vice) President of Evans Transportation Company, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officers of said corporation, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of November, 1984.

Janette C. Benedetto
Notary Public

My Commission Expires:

My Commission Expires July 25, 1987



STATE OF)
) SS
COUNTY OF)

I, V. Waszycki, a Notary Public in and
for the County and State aforesaid, do hereby certify that
J. C. Mull, Jr. Second Vice President of Continental
Illinois National Bank and Trust Company of Chicago
("Bank"), a national banking association, personally known
to me to be the same person whose name is subscribed to the
foregoing instrument as such Vice President, appeared before
me in person and acknowledged that he signed and delivered
the said instrument as his own free and voluntary acts, and
as the free and voluntary act of said Bank, for the uses and
purposes therein set forth.

Given under my hand and notarial seal this 9th day
of NOVEMBER, 1984.

V. Waszycki
Notary Public

My Commission Expires:

My Commission Expires July 31, 1988